

SBC Companies

KMC Telecom, Inc., filed a letter requesting an adoption under Section 251/252 of the FTA96 of the Interconnection Agreement between Ameritech and Digital Teleport, Inc. for Wisconsin. The attached agreement will be filed with the Commission for approval and will terminate on the same date as the underlying document. The following information is specific to the new agreement:

Effective date of Agreement	December	2000
Termination date of Agreement	May 13, 2001	
Notice Information (paragraph #):	30.10	

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KMC Telecom, Inc.

***SBC Telecommunications, Inc.
as agent for Ameritech Wisconsin**

Signature:_____

Signature:_____

Name:_____

Name:_____

Title:_____

Title: President - Industry Markets

Date:_____

Date:_____

* "This Agreement, entered into pursuant to **Section 252(i)** of the Telecommunications Act, is based on an approved contract previously entered into by Ameritech [Wisconsin] and [Digital Teleport, Inc.] There was no meeting of the minds of those original parties that Internet traffic would be subject to reciprocal compensation as Local Traffic under that contract. The FCC has repeatedly asserted its interstate jurisdiction over Internet traffic, including as recently as in its Declaratory Ruling in CC Docket 96-98, released February 26, 1999, in which the FCC expressly confirmed that Internet bound traffic is non-local interstate traffic. For this reason, SBC/Ameritech does not believe this Agreement provides local reciprocal compensation for Internet traffic and fully reserves its rights on this issue, including the right to invoke the dispute resolution or other lawful procedures to challenge any contention by any other party to the contrary."

* “The Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999 issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999).). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC’s Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). If this Agreement is inconsistent with any order rendered by the FCC, state regulatory agency, or a court of competent jurisdiction, Ameritech may, by providing written notice to Requesting Carrier, require that any affected provision of this Agreement be deleted or renegotiated as applicable, in good faith and Agreement be amended accordingly.”

*“Since this Agreement is an adoption of an existing approved Interconnection Agreement, The term “Effective Date” throughout the Agreement (excluding the title page and Preamble) shall mean [December 15, 2000]. The change in “Effective Date” within the Agreement is only intended so that the Parties may meet the operation obligations of the Agreement and in no way is intended to extend the Agreement beyond the termination date of the adopted Agreement.

*This Agreement is the result of Requesting Carrier’s adoption of the terms and conditions of that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated [May 13, 1998] by and between Ameritech [Wisconsin] and [Digital Teleport, Inc.] (“the Agreement”). This Agreement does not represent a voluntary or negotiated agreement under Section 252 of the Act but instead merely represents Ameritech’s compliance with what Requesting Carrier maintains is its rights under **Section 252(i)** of the Act. Filing and performance by Ameritech of this Agreement does not in any way constitute a waiver by Ameritech of its position of the illegality or unreasonableness of any rates, terms, or conditions set forth in this Agreement, nor does it constitute a waiver by Ameritech of any rights and remedies it may have to seek review of this Agreement or the [Digital Teleport, Inc.] Agreement, or seek review in any way of any provisions included in this Agreement as a result of Requesting Carrier’s election under **Section 252(i)** of the Act. The Parties acknowledge that in no event shall any of the rates, terms, and conditions set forth in this Agreement apply to any products or services purchased by Requesting Carrier prior to the later of (i) the date the Commission approves this Agreement under **Section 252(e)(4)** of Act, and (ii) absent such Commission approval, the date this Agreement is deemed approved under **Section 252(e)** of the Act.

*Neither Ameritech nor Requesting Carrier’s execution of this Agreement and compliance with the terms and conditions of this Agreement shall be construed as or is intended to be a concession or admission by either Party that any provision in this Agreement or the [Digital Teleport, Inc.] Agreement complies with the rights and duties imposed by the Act, a decision by the FCC or the Commission, a decision of the courts, or other Applicable Law, and both Ameritech and Requesting Carrier specifically reserves their respective full rights to assert and pursue claims arising from or related to this Agreement. Ameritech further contends that certain provision of this Agreement, including, without limitation, **Sections 9.1.2** and **9.2** are inconsistent with Ameritech’s rights under the Act as interpreted by the United States Supreme Court in *AT&T Corp v. Iowa Utilities Board*. 119 S. Ct. 721 (1999). Ameritech reserves its rights, notwithstanding anything to the contrary in this Agreement, to exercise its rights as described in the Footnote of **Section 9.2** of this Agreement, and **Section 29.3** of this Agreement, and/or to seek appropriate legal and/or equitable relief.

ICD PROCESS (FOR INTERNAL USE ONLY):

Steps: Request notification

Analysis of data to approve or deny

Short Form completion

Database inputs

Distribution – paper and electronic

Library

The AECN & OCN are absolutely required.
